

5/25/04

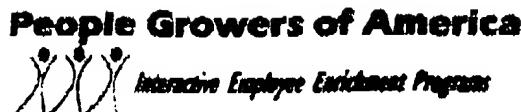
TO: MIRCEA
FROM: MIRIAM

DEAR MIRCEA,

HERE IS AN AGREEMENT MY
CURRENT EMPLOYER WISHES FOR
ME TO SIGN. IS IT OK?

GRATEFULLY,

Miriam



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Southern California Division
877-742-7462 (Toll Free)
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Northwest Oregon Division
503-646-6992
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Non-Disclosure and Non-Circumvention Agreement

This agreement is made and entered on today's date, by and between Kathy Bailey hereinafter referred to as the "Program Inventor and Creator", and (your first and last name), hereinafter referred to as the "Independent Contractor", or potential licensee

WITNESSETH:

Whereas, the "Program Inventor and Creator" represents that it has developed a program, protocol and procedure which is designed for the purpose of:

- 1) Organizing a group of members/sponsors for the purpose of hosting on-site or off-site Employee Education and Enrichment Programs, value-added benefits programs, Expos, Workshops, Events, and health screenings.
- 2) Selling said memberships, sponsorships, and website advertising space.
- 3) Selling said Employee Education and Enrichment Programs, Expos, Workshops and Events to corporate clients (see #10).
- 4) Creation, development and maintenance of a website, **NationalWellnessForum.com™** specifically for the purpose of networking those in charge of organizing corporate wellness and educational programs with companies and entities desiring to participate in said wellness and educational programs.
- 5) Creation, development, maintenance and advertising sales of the **Ultimate Wellness Resource Directory™**, a national web-based directory specifically for the purpose of introducing potential vendors, exhibitors, sponsors, screening companies, and value-added benefits plans to potential client companies.
- 6) Creation, development and maintenance of the **National Association of Wellness Coordinators™**, an online association specifically designed as a networking association for anyone involved in organizing wellness programs.

- 7) Creation, development and sales of the Parties with a Purpose™ consulting package and e-book, sharing all protocols, procedures to organize a professional wellness program and wellness event.
- 8) Delivering a set of Workshops to members and potential members designed to insure member business success with People Growers of America including, but not limited to:
 - *Living Your Life Out Loud*
 - *The Art & Science of Building Your Business Through Networking and Word-of-Mouth Referral*
 - *Getting Your Act Together and Taking It on the Road*
 - *Flying Colors: Selling to the Four Personality Types*
- 9) Whereas, the "Independent Contractor" desires to sell People Growers of America memberships, sponsorships and corporate services upon entering into an Agreement with the "Program Inventor and Creator".
- 10) Whereas, the "Program Inventor and Creator" desires to maintain ownership of the People Growers of America protocols, procedures, policies, and all intellectual property nationwide and globally.
- 11) Any violation of the foregoing covenants by a party shall be deemed an attempt to circumvent such other party, and the party violating such covenant shall be liable for damages in favor of the circumvented party.
- 12) Any controversy, dispute or claim arising out of or relating to this Agreement, or breach thereof, that is not settled between the parties themselves, shall be submitted to arbitration, with hearings to take place in the county of Snohomish, state of Washington. Such arbitration shall be governed by the rules of the American Arbitration Association. Judgment rendered by the arbitrator(s) may be entered in any court jurisdiction thereof, including and award to the aggrieved party, heirs, assignees and designees, plus all court costs, attorney's fees and other charges and damages so designated by the arbitrator(s).
- 13) Essentially, the spirit behind this Agreement is one of mutual trust and confidence, and reliance on each other to do what is fair and equitable. It is understood that this Agreement is reciprocated between the parties.
- 14) The "Independent Contractor" or potential licensee signing this Agreement agrees to comply with this Non-Disclosure and Non-Circumvention Agreement in the spirit and intent of non-competition on any level. All corporate accounts secured prior to or independent of relationship with People Growers of America will remain property of the independent contractor.

- 15) This Agreement is effective on the date when signed by two or more parties and binding on those parties having signed. Facsimile copies are considered legal and binding.

I have read and understand the contents of this document:

Print First and Last Name

Social Security Number

Signature

Date